

# SUPER LAW GROUP, LLC

WRITER'S DIRECT DIAL: 212-242-2273  
EMAIL: reed@superlawgroup.com

April 3, 2014

*Via Certified Mail, Return Receipt Requested*

H. Curtis Spalding  
EPA Region 1 Administrator  
Environmental Protection Agency  
5 Post Office Square - Suite 100  
Boston, MA 02109

RECEIVED  
APR - 7 2014  
OFFICE OF THE REGIONAL ADMINISTRATOR

Re: Soundkeeper, Inc., Connecticut Fund for the Environment, Inc. and  
Conservation Law Foundation, Inc., v. Albert's Used Auto Parts Inc.,  
United States District Court for the District of Connecticut,  
Case No. 3:12-cv-00876-SRU

Dear Administrator Spalding,

Pursuant to 33 U.S.C. § 1365(c)(3) of the Clean Water Act (CWA), lead counsel for Plaintiffs Soundkeeper, Inc., Connecticut Fund for the Environment, Inc. and Conservation Law Foundation, Inc., provides the attached proposed consent decree between Plaintiffs and Albert's Used Auto Parts Inc. ("Albert's"), resolving alleged violations of the CWA and the General Permit for the Discharge of Stormwater Associated with Industrial Activity, issued by the Connecticut Department of Energy and Environmental Protection. The parties intend to file a joint motion for entry of consent judgment with the United States District Court for the District of Connecticut. This motion will be brought before the Court following the 45-day period for U.S. government review of the consent decree required by 40 C.F.R. §135.5(b).

The consent decree provides that Albert's will make a supplemental environmental project payment of up to \$5,000 to Naugatuck Pomperaug Trout Unlimited ("Trout Unlimited"), for use on projects relating to the reduction, mitigation, and/or remediation of the effects of stormwater pollution or environmental restoration of or other benefit to the Naugatuck River and Tributaries. We have attached written confirmation from Trout Unlimited that it (1) has read the proposed settlement agreement; (2) will spend any monies it receives under the settlement agreement for the purposes specified in the agreement; (3) is a 501(c)(3) tax-exempt organization; (4) will not use any money received under the settlement agreement for political lobbying activities; and (5) will submit a letter to the Court, the United States and the parties describing how those funds were spent.

H. Curtis Spalding  
April 3, 2014  
Page 2

By submitting this consent decree as requested, counsel for Plaintiffs asks the United States to promptly review the agreement and, if it does not object to dismissal of this action, to so notify the Court.

If you have any questions or concerns regarding this matter, please contact me.

Very truly yours,

A handwritten signature in black ink that reads "Reed Super / AHH". The signature is written in a cursive, slightly slanted style.

Reed W. Super  
Super Law Group, LLC  
131 Varick Street, Suite 1033  
New York, NY 10013  
(212) 242-2273  
reed@superlawgroup.com

Attorney for Soundkeeper Inc.,  
Connecticut Fund for the  
Environment, Inc., and Conservation  
Law Foundation, Inc.

Encls.

cc:

Gina McCarthy, Administrator  
Environmental Protection Agency  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Citizen Suit Coordinator  
Environment and Natural Resources Division  
Law and Policy Section  
P.O. Box 7415  
Ben Franklin Station  
Washington, D.C. 20044-7415

-----X  
SOUNDKEEPER, INC., CONNECTICUT FUND FOR  
THE ENVIRONMENT, INC., and CONSERVATION  
LAW FOUNDATION, INC.,  
:  
:  
:  
: Case No. 3:12-cv-00876-SRU  
Plaintiffs,  
:  
:  
v.  
: **[PROPOSED] CONSENT**  
: **DECREE**  
ALBERT'S USED AUTO PARTS, LLC,  
:  
:  
Defendant.  
:  
-----X

WHEREAS, Plaintiffs have alleged, in their June 13, 2012 complaint (the "Complaint") and in their notice of intent to sue (the "Notice Letter") dated April 6, 2012, that Albert's has violated and continues to violate 33 U.S.C. §§ 1311(a) and 1342 by, inter alia, discharging polluted stormwater associated with industrial activity without coverage under the General Permit and by failing to comply with the conditions of the General Permit. Among other things, the General Permit requires development and implementation of a Stormwater Pollution Prevention Plan ("SWPPP"), stormwater monitoring, inspections, recordkeeping and reporting.

WHEREAS, Plaintiffs have also alleged, in their Complaint and Notice Letter that Albert's has violated and continues to violate RCRA Section 4005(a), 42 U.S.C. § 6945(a), and 40 C.F.R. Part 257, by, inter alia, engaging in open dumping of solid and hazardous waste in and very near the unnamed tributary to the Naugatuck River, posing a hazard to human life, wildlife, or land and water resources;

WHEREAS, following receipt of the Notice Letter, on May 23, 2012, Albert's developed a SWPPP for the Facility and submitted a registration form to the Connecticut Department of Energy and Environmental Protection ("DEEP") seeking coverage under the General Permit.

WHEREAS, DEEP prepared SWPPP review comments dated January 10, 2013, and on December 18, 2012, DEEP inspected the Facility and prepared an inspection report dated January 25, 2013, which DEEP sent to Albert's, requiring that Albert's revise the SWPPP to address DEEP's comments and submit a revised document to DEEP for review on or before March 6, 2013, including sending DEEP the formal submission of the signed stormwater monitoring report form;

WHEREAS, prior to the March 6, 2013 deadline, on February 4, 2013, DEEP sent Albert's a Notice of Violation ("NOV") for Albert's Facility, stating that Albert's had failed to adequately prepare a SWPPP in accordance with Section 5(c) of the General Permit, failed to complete monitoring requirements pursuant to Section 5(e) of the General Permit, and failed to maintain sediment and erosion controls pursuant to Section 5(b)(6) of the General Permit, and requesting that Albert's immediately correct the above violations and address the items listed under additional comments, and within thirty (30) days from the date of issuance of the notice submit to DEEP a Compliance Statement form;

WHEREAS, on April 3, 2013, DEEP received a NOV response from Albert's including a compliance statement;

WHEREAS, DEEP has advised Mr. Albert that it intends to conduct a physical inspection in Spring 2014, in order to confirm that Albert's has satisfied the NOV's and Albert's will continue to work with DEEP to resolve any remaining discrepancies;

WHEREAS, Plaintiffs and Albert's (collectively, "the Parties" or individually "Party") agree that it is in their mutual interest to resolve this matter without the taking of evidence or findings of fact or law, and the Parties would like to avoid prolonged and costly litigation;

WHEREAS, this Decree shall be submitted to the United States Department of Justice and the United States Environmental Protection Agency ("EPA") for the 45 day statutory review period, pursuant to 33 U.S.C. § 1365(c);

NOW, THEREFORE, without the trial of any issue of fact or law, without the admission by Albert's of any of the facts or violations alleged in the Complaint, upon consent of the Parties, and upon consideration of the mutual promises contained herein,

**IT IS HEREBY STIPULATED BETWEEN THE PARTIES AND ORDERED,  
ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:**

**I. DEFINED TERMS**

The defined terms set forth in the foregoing recitals are hereby incorporated into the body of this Decree and are made a part hereof. In addition, the following terms used in this Decree have the meaning set forth below:

1. Effective Date: the day the Court enters this Decree after the expiration of the forty-five (45) day review period required by 33 U.S.C. § 1365(c)(3).
2. Facility: the auto salvage facility located at 422 Railroad Street, Thomaston, CT 06787, owned and operated by Albert's.
3. Term of this Decree: the period beginning on the Effective Date and ending upon receipt of the final Supplemental Environmental Project ("SEP") payment and final litigation costs payment under Section VI of this Decree.

**II. JURISDICTION AND VENUE**

4. Jurisdiction over this action is conferred by 28 U.S.C. § 1331 (federal question) and 33 U.S.C. § 1365(a) (Clean Water Act jurisdiction). Plaintiffs have standing and have complied with the statutory notice requirements under 33 U.S.C. § 1365(a)(1), and the corresponding regulations at 40 C.F.R. § 135.2. An actual, justiciable controversy exists between Plaintiffs and Defendant. The requested relief is proper under 28 U.S.C. §§ 2201, 2202 and 33 U.S.C. § 1365(a).
5. Venue is properly vested in this Court pursuant to 33 U.S.C. § 1365(c)(1), because the events giving rise to this action occurred at the Albert's Facility, and in the unnamed tributary to the Naugatuck River, the Naugatuck River, Housatonic River and Long Island Sound watersheds, which are located within this judicial district.
6. For purposes of this Decree, or any action to enforce this Decree, Albert's consents to the Court's jurisdiction over this Decree and over Albert's. For purposes of this Decree, Albert's consents to venue in this judicial district.

### **III. SWPPP COMPLIANCE PROGRAM**

7. During the Term of this Decree, Albert's shall maintain coverage under the General Permit or any reissued State of Connecticut General Permit for the Discharge of Stormwater Associated with Industrial Activity.
8. During the Term of this Decree, Albert's shall maintain a SWPPP and associated Control Measures for the Facility, in compliance with Sections 5(b) and 5(c) of the General Permit.
9. In the event DEEP provides comments on, or requests or directs Albert's to modify, the SWPPP for the Facility during the Term of this Decree, Albert's shall respond to DEEP, with a copy to Plaintiffs, within 30 days of receipt of the communication from DEEP. With respect to each issue raised by DEEP, Albert's response shall either: (i) indicate that the SWPPP will be modified to address the issue and shall provide a date by which the modification shall occur, (ii) explain why Albert's believes the modification is unnecessary, or (iii) request clarification from DEEP.
10. Albert's will implement the SWPPP at the Facility in compliance with the terms of the General Permit, which is hereby incorporated into this Decree.

### **IV. MONITORING PROGRAM**

11. Albert's will sample its stormwater discharges, as identified in the SWPPP, in accordance with the requirements in Sections 5(e), 5(f) and 5(g) of the General Permit. Albert's may report this sampling as part of the stormwater monitoring required by the permit. Albert's will send a copy of each inspection and/or sampling result to Plaintiffs at the same time Albert's sends such result to DEEP. In the event that Albert's is unable to collect a sample, the failure to sample shall not constitute non-compliance provided that Albert's is in full material compliance with General Permit Section 5(e)(2)(E) (entitled "Inability to Collect a Sample").
12. Albert's will also comply with all other inspection and monitoring requirements of the General Permit including, but not limited to, those of Sections 5(d), 5(e) and 5(f).
13. Albert's may take additional samples of its stormwater discharges. If it does so, for a period of two years from the Effective Date, Albert's shall send a copy of each such inspection and/or sampling result to Plaintiffs within five (5) business days. Data associated with any additional samples taken by the facility are required to be submitted to DEEP pursuant to Section (5)(h)(3) of the General Permit.
14. Albert's shall maintain written documentation at the Facility describing all inspections and assessments required to be documented under applicable provisions of the General Permit or of this Decree. For a period of two (2) years from the Effective Date, Albert's shall forward copies of any documentation which it is required to provide to DEEP to Plaintiffs concurrent with providing such information to DEEP.

15. Albert's will comply with the reporting and recordkeeping requirements of Section 5(h) of the General Permit. For a period of two (2) years from the Effective Date, Albert's shall copy Plaintiffs on all documents related to water quality or CWA compliance regarding the Facility submitted to any government agency including, but not limited to, the EPA and DEEP.

**V. HAZARDOUS WASTE, SOLID WASTE AND RECYCLING PROGRAM**

16. Albert's shall maintain compliance with the applicable provisions of Connecticut's hazardous waste management regulations, RCSA Sections 22a-449(c)-100, et seq.; solid waste management regulations, RCSA Sections 22a-209, et seq.; and recycling requirements, CGS Section 22a-241b(d), in accordance with the following schedule:
  - a. Retention of Consultant: Albert's has retained Korth Engineering to prepare the documents and implement or oversee the actions required by Section V of this Decree. If Albert's desires to use another consultant to prepare the documents and implement or oversee the actions required by Section V of this Decree, the consultant retained must have at least five years of substantial work experience in the environmental compliance field, including experience with the Connecticut hazardous and solid waste management regulations. Albert's shall submit to the Commissioner of DEEP and Plaintiffs a description of its consultant's education, experience and training that is relevant to the work required by Section V of this Decree within ten (10) days after a request for such a description by DEEP.
  - b. On or before sixty (60) days after the Effective Date of this Decree, the consultant retained pursuant to Section V of this Decree shall prepare a Best Management Practices Plan ("BMPP") using, at a minimum, the checklist enclosed as Exhibit A of this Decree. Albert's shall update the BMPP if any of the waste generation practices at the facility change in a significant manner. Albert's shall incorporate the best management practices from the BMPP into the daily operations of the facility. Albert's shall maintain a copy of the current BMPP and any related records at the facility at all times for a period of at least three (3) years from the Effective Date of this Decree. Albert's shall provide a copy of the current BMPP to the Commissioner of DEEP and Plaintiffs upon request.
  - c. On or before sixty (60) days after the Effective Date, the consultant retained pursuant to Section V of this Decree shall conduct a comprehensive recycling review of the facility to evaluate compliance with the Connecticut recycling laws set forth in CGS Section 22a-241b(d), and shall prepare a business recycling profile documenting the management of materials generated at the facility. An example of a recycling profile is attached as Exhibit B to this Decree. Albert's shall update the business recycling profile if there is a change in the type of recyclables handled at the facility. Albert's shall incorporate compliant recycling practices into daily operations at the facility, including but not limited to ensuring that contracts are in place for collection of all solid waste and recyclables at the

facility. Albert's shall maintain a copy of the current business recycling profile and any related records at the facility at all times for a period of at least three (3) years from the Effective Date of this Decree. Albert's shall provide a copy of the current recycling profile to the Commissioner of DEEP and Plaintiffs upon request.

## **VI. SEP AND REIMBURSEMENT OF LITIGATION COSTS**

### **17. Supplemental Environmental Project (SEP).**

(a) No later than thirty-six (36) months after the Effective Date, Albert's shall complete a pollution reduction SEP by constructing a canopy shelter over the vehicle crusher located at the southeastern corner of the Facility. The shelter shall be designed to minimize rain and snow fall from reaching the deck of the crusher and thereby coming into contact with pollutants located there, while not interfering with the operation of the crusher. Albert's is not otherwise legally required to construct a shelter over its crusher. Upon completion of construction of the canopy shelter in accordance with this paragraph or thirty-six (36) months after the Effective Date, whichever is sooner, Albert's shall provide to Plaintiffs evidence of payment, e.g., paid receipts, etc., for the aforementioned work, but such payments shall not include any payment for labor made to any employee or owner of Albert ("Shelter SEP Expenditures");

(b) If the total of the Shelter SEP Expenditures is less than Five Thousand Dollars (\$5,000), Albert's shall make a payment for an environmental restoration SEP to the Naugatuck-Pomperaug Chapter of Trout Unlimited ("TU") of a sum equal to the difference between Five Thousand Dollars (\$5,000) and the Shelter SEP Expenditures, which sum is to be used by TU for use on projects relating to the reduction, mitigation, and/or remediation of the effects of stormwater pollution or environmental restoration of the Naugatuck River watershed. Such payment shall be made within thirty (30) days of the completion of the canopy shelter or thirty-seven (37) months after the effective date, whichever is sooner. Albert's shall notify Plaintiffs in writing concurrently if and when this SEP payment is made and provide a copy of the check.

### **18. Albert's shall pay a sum of twenty-three thousand dollars (\$23,000) as full and complete satisfaction of Plaintiffs' claim for attorneys' fees and costs incurred to date in this matter. These litigation costs reimbursement payments shall be made by certified bank check addressed to and made out to Super Law Group, LLC, 131 Varick Street, Suite 1033, New York, New York, 10013, no later than the deadlines set forth directly below:**

\$13,000 to be paid within one (1) week of the Effective Date.

\$10,000 to be paid within twelve (12) months of the Effective Date.

### **19. Any SEP payment or litigation costs reimbursement payment required by to this Decree must be received no later than the date specified in this Decree. In the event that any SEP payment or litigation costs reimbursement payment owed by Albert's under the Decree is not made on or before the due date, Albert's shall pay a late fee of \$250 (payable to the**

SEP recipient or Plaintiffs, depending upon whether the missed payment is a SEP payment or a litigation costs payment). In addition, in the case of any payment not made on or before the due date, Plaintiffs may provide Albert's with written notice that Albert's is in default of its obligations under the Decree, and, if payment is not made within thirty (30) days of such notice, all of the outstanding obligations under this Decree to make SEP payment(s) and/or payments for Plaintiffs' litigation costs shall be accelerated such that they shall be immediately due and owing notwithstanding any payment schedule set forth in this Decree. In addition to a continued requirement to make the payment, Albert's shall pay ten (10) percent annual interest, accruing daily, on the unpaid scheduled balance only, but not on the accelerated amount. In the event that Albert's defaults and Plaintiffs bring an action to collect any unpaid balances and/or accelerated payment obligations and/or interest owed, then Plaintiffs shall recover their reasonable attorneys' fees and other costs and expenses in such enforcement or collection proceeding.

20. Once all SEP and litigation costs obligations have been discharged, Plaintiffs shall provide Albert's with written confirmation of the same.

## **VII. EFFECT OF DECREE**

21. Upon Court approval and entry of this Consent Decree, Plaintiffs covenant not to sue and release Albert's (including its representatives, assigns, agents, employees, officers, attorneys and consultants) from any and all claims, causes of action, or liability under Section 505 of the Clean Water Act, 33 U.S.C. § 1365, for damages, penalties, fines, injunctive relief, or any other claim or relief (i) relating to or resulting from noncompliance with the General Permit at the Facility occurring prior to the Effective Date, and (ii) for any past violations of the Clean Water Act at the Facility alleged, or that could have been alleged, in the Complaint. This Paragraph does not constitute a waiver or release of any claims relating to the enforcement of this Decree. Plaintiffs do not waive their right to bring a future action for injunctive or declaratory relief, penalties, and attorneys' fees and costs based on stormwater discharges that occur after the expiration of the Term of this Decree. Plaintiffs represent that they are not aware of any other environmental claim against Albert's and such representation shall continue to the Effective Date.
22. If Albert's discontinues all operations under SIC code 5015, and is therefore no longer subject to Connecticut's General Permit for the Discharge of Stormwater Associated with Industrial Activity, and can demonstrate that fact with appropriate documentation to Plaintiffs, then Albert's may discontinue compliance with the sections of this Decree related to stormwater pollution controls, inspections, recordkeeping, monitoring and other non-monitoring obligations. Discontinuance of operations shall not relieve Albert's of its obligations to make SEP and reimbursement of litigation costs payments pursuant to Section VI of this Decree. Nothing in this paragraph shall relieve Albert's of any post-operation compliance obligations that may otherwise exist under the General Permit.

23. Albert's releases and discharges Plaintiffs, their representatives, assigns, agents, employees, officers, attorneys and consultants, including those who have held positions in the past, from any and all claims, liability, demands, penalties, costs, and causes of action of every nature which concern or are connected with this action.
24. Plaintiffs do not by consent to the Decree warrant or aver in any manner that Albert's compliance with this Decree will constitute or result in compliance with federal or state law or regulation. Nothing in this Decree shall be construed to affect or limit in any way the obligation of Albert's to comply with all federal, state, and local laws and regulations governing any activity required by this Decree.
25. Albert's will notify Plaintiffs prior to transfer of ownership or control of the Facility. Albert's agrees that as a condition of transfer of ownership or control of the Facility to an entity other than owned by Albert's or an entity owned by Mark Albert or Julie Albert, the new owner or operator will be informed in writing of this Decree and of its requirements to comply with the General Permit.

#### **VIII. REVIEW AND TERM OF DECREE**

26. The Parties recognize that, pursuant to 33 U.S.C. § 1365(c)(3), this Decree cannot be entered until forty-five (45) days after the receipt of a copy of the proposed Decree by the United States Department of Justice and EPA. Therefore, upon signing of this Decree by the Parties, Plaintiffs shall lodge this Decree with the Court and serve copies of this Decree upon the EPA Administrator, the Regional EPA Administrator, and the Attorney General for review, as required by 40 C.F.R. § 135.5. If for any reason the United States should decline to approve this Decree in the form presented, the Parties agree to continue negotiations in good faith in an attempt to cure any objection to entry of this Decree raised by the United States.
27. Upon the expiration of the forty-five-day review period provided by 33 U.S.C. § 1365(c)(3), the Parties will jointly move the Court for entry of this Decree. This Decree shall take effect on the date it is entered by this Court shall terminate upon receipt by the SEP recipient of the final SEP payment and receipt by Plaintiffs of the final litigation costs payment under Section VI of this Decree. If for any reason the Court should decline to approve this Decree in the form presented, the Parties agree to continue negotiations in good faith in an attempt to cure any objection raised by the Court to entry of this Decree.

#### **IX. MODIFICATION AND ENFORCEMENT OF DECREE**

28. This Decree may be modified only upon written consent of the Parties and the approval of the Court.
29. To the extent permitted by the Court, the United States District Court for the District of Connecticut shall retain and will have jurisdiction over the Parties to this Decree for the resolution of any disputes that may arise under this Decree. This Court shall also allow

this action to be reopened for the purpose of enabling the Parties to this Decree to apply to the Court for any further order that may be necessary to construe, carry out, enforce compliance and/or resolve any dispute regarding the terms or conditions of this Decree.

30. Plaintiffs will provide Albert's with three (3) business days written notice prior to initiating any court proceedings to enforce this Decree at the provided in the Notices paragraph below.

## **X. MISCELLANEOUS PROVISIONS**

31. **Entire Agreement.** This Decree constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written, among the Parties.
32. **Notices.** Any notice, demand, copies of documents and other communications required to be made under the provisions of this Decree (collectively, "Notices") by any Party hereto shall be effective only if in writing and (a) personally served, (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized courier service (i.e., Federal Express) for next-day delivery, to be confirmed in writing by such courier. Notices shall be directed to the Parties at their respective addresses set forth below. Notices given in the foregoing manner shall be deemed given (a) when actually received or refused by the party to whom sent if delivered by courier, or (b) if mailed, on the day of actual delivery as shown by the addressee's registered or certified mail receipt or at the expiration of three (3) business days after the date of mailing, whichever first occurs. Notices for Plaintiffs shall be sent to:

Reed W. Super, Esq.  
Super Law Group, LLC  
131 Varick Street, Suite 1033  
New York, New York 10013  
*Attorney for Soundkeeper, CFE and CLF*

Notices sent to the individual listed directly above at the address listed above shall be deemed as notice to Plaintiffs.

Notice for Albert's shall be sent to:

Mark Albert  
Albert's Used Auto Parts, LLC.  
422 Railroad Street  
Thomaston, CT 06787

with a copy to:

Mary E. Mintel, Esq.  
Reid and Riege, PC  
One Financial Plaza  
Hartford, CT 06103

Notices sent to the individuals listed directly above at the address listed above shall be deemed as notice to Albert's.

Each Party shall promptly notify the other Party of any change in the above-listed contact information by using the procedures set forth on this paragraph.

33. **Authorization.** Each person signing this Decree represents and warrants that s/he has been duly authorized to enter into this Decree by the Party on whose behalf it is indicated that the person is signing.
34. **Successors and Assigns.** This Decree shall be binding upon and inure to the benefit of the Parties and their respective representatives, heirs, executors, administrators, successors, officers, directors, agents, attorneys, employees and permitted assigns.
35. **Interpretation.** The provisions contained herein shall not be construed in favor of or against any Party because that Party or its counsel drafted this Decree, but shall be construed as if all Parties prepared this Decree, and any rules of construction to the contrary are hereby specifically waived. The terms of this Decree were negotiated at arm's length by the Parties hereto.
36. **Headings.** The section and paragraph headings contained in this Decree are for reference purposes only and shall not affect in any way the meaning or interpretation of this Decree.
37. **Counterparts.** This Decree may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Decree.
38. **Severability.** In the event that any of the provisions of this Decree are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

## **XI. EXHIBITS**

39. The following exhibits are attached to this Decree and made a part hereof:

Exhibit A: Waste Management Checklist

Exhibit B: Business Recycling Profile

SOUNDKEEPER, INC.

BY: Jan Daniel DATE: 4/1/14  
TITLE: Program Administrator

CONNECTICUT FUND FOR THE ENVIRONMENT, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONSERVATION LAW FOUNDATION, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ALBERT'S USED AUTO PARTS, LLC

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ENTERED and DATED this \_\_\_\_ day of \_\_\_\_\_, 2014

---

Honorable Stefan R. Underhill  
United States District Judge

SOUNDKEEPER, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONNECTICUT FUND FOR THE ENVIRONMENT, INC.

BY: Ryan Payable DATE: 4/1/2014  
TITLE: Legal and Programs Director

CONSERVATION LAW FOUNDATION, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ALBERT'S USED AUTO PARTS, LLC

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ENTERED and DATED this\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Honorable Stefan R. Underhill  
United States District Judge

SOUNDKEEPER, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONNECTICUT FUND FOR THE ENVIRONMENT, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONSERVATION LAW FOUNDATION, INC.

BY: *CM Kil* DATE: 3/27/14

TITLE: Vice President

ALBERT'S USED AUTO PARTS, LLC

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ENTERED and DATED this \_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Honorable Stefan R. Underhill  
United States District Judge

SOUNDKEEPER, INC.

DATE: \_\_\_\_\_

FUND FOR THE ENVIRONMENT, INC.

DATE: \_\_\_\_\_

FOUNDATION, INC.

DATE: \_\_\_\_\_

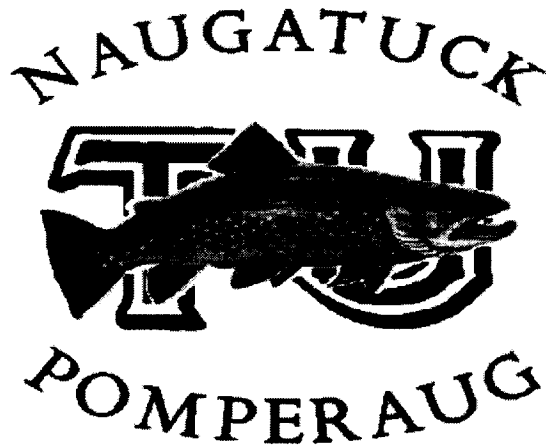
PARTS, LLC

DATE: 4/2/14

BER

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Honorable Stefan R. Underhill  
United States District Judge



CHAPTER #281  
TROUT UNLIMITED

Soundkeeper, Inc.,  
Connecticut Fund For  
The Environment, Inc., and  
Conservation Law Foundation, Inc.

RE: Proposed Consent Degree—Soundkeeper Inc vs Albert's  
Used Auto Parts, LLC (Case No. 3:12-cv-00876-SRU)

Dear Citizen Suit Coordinator:

The Naugatuck Pomperaug Trout Unlimited (NPTU), a 501c(3) non-profit organization (Chapter 281), has received and reviewed the proposed consent decree which names the NPTU as the recipient of up to \$5,000 in payment for a Supplemental Environmental Project (SEP) for use by the NPTU "on projects relating to the reduction, mitigation, and/or remediation of the effects of stormwater pollution or environmental restoration of or other benefit of the Naugatuck River and Tributaries.

The NPTU's mission is to clean, protect and preserve the Naugatuck River and its tributaries through cooperative and educational activities that promote regional awareness, stewardship and enjoyment of the Naugatuck River and its watershed. The Naugatuck River runs approximately 44 miles through 11 towns and cities and is home to over a quarter of a million residents. We actively clean debris from the Naugatuck River and thoroughly document the status of the River, including the River's wildlife, recreational uses and impairments, all of which raises public awareness and encourages our mission.

All funds received by NPTU as a result of this consent decree will be used solely for the purposes outlined in the proposed consent decree. No portion of those funds will be used for lobbying purposes, nor will any portion be used by Soundkeeper, the Conservation Law Foundation, or Connecticut Fund for the Environment. Once the SEP funding is spent, the organization will submit to the Court, the United States, and the parties, a letter describing how those funds were spent.

Thank you for your consideration. Please contact me if you require any additional information.

Thank you,

A handwritten signature in black ink, appearing to read 'Glenn LaFreniere', with a large, stylized loop at the end.

Glenn LaFreniere  
Chapter President  
Naugatuck Pomperaug Trout Unlimited  
Chapter 281  
75 Cedar Ridge Drive  
Oakville, Ct 06779  
203-509-9303 cell